50011

☐ UNCLASSIFIED ☒ CONFIDENTIAL ☐ SECRET

Approved For Release 2005/05/20 : CIA-RDP78B04770A001700080012-4

CONTRACT INSPECTION ASSIGNMENT RECORD

6 AUG 1969

X1 TO: TSSG/DED Attention: [redacted]

DATE

FROM: SC&PS/TSSG
5S 468

Declass Review by NGA.

SUBJECT: INSPECTION UNDER

X1 CONTRACT NO. [redacted] TASK ORDER -----

REQUISITION NO. 55-5801-70 VOUCHER NO. 2422

X1 CONTRACTOR [redacted]

ITEM Services and repairs of electronic equipment

1. Your Office is responsible for performing inspection under the subject Contract. A part of this responsibility is the monitoring of the Contractor's performance at his facility to determine if the quality standards of the Contract are being met. It is also requested that you authenticate the need for and the proper use of any Government furnished property made available to the Contractor in accordance with the Contract.

2. To assist in our evaluation of this Contractor's capability and performance, send us a report of each inspection visit (Form 1897, Contract Inspection Report). Both the interim and the final reports should include information relative to the contractual provisions for delivery and expenditure, as well as your judgment of the Contractor's overall performance. The final report should be in narrative form and should include a statement certifying that all deliverable items listed in the Contract have been received. (Use reverse side of Form 1897 for narrative.)

3. Reports that indicate overall performance as unsatisfactory or barely adequate should support such evaluations with detailed explanations of the specific discrepancies and the corrective action which is being taken.

4. In order to establish a regular reporting cycle, the initial Inspection Report shall be submitted thirty days after the 15th of the month following the effective date of the Contract, (e.g. on a contract dated 5 June 1967, the first Inspection Report will be due 15 July). Subsequent reports will be submitted at sixty day intervals from the first due date (e.g. 15 September, 15 November, etc.).

5. The Inspection Report is the basis for payment of invoices submitted by the Contractor; therefore, it is important that they be submitted promptly as required above.

6. Incentive Contracts require close review during performance whenever award or performance incentives are to be applied. The final report must reflect an accurate evaluation of total performance and the level of objectives attained so as to establish the basis for incentive award.

X1 7. Indicate your acceptance of this inspection responsibility by filling in the name of the inspector/monitor and his extension in the space below on one copy of this form and return it to us.

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FORM 10-67 1897a OBSOLETE PREVIOUS EDITIONS ☐ SECRET ☐ UNCLASSIFIED ☐ CONFIDENTIAL (12-36)

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NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

20 AUG 1969

REQUISITION OR OTHER PURCHASE AUTHORITY	CONTRACT/TASK ORDER NO.
55-5801-70	

25X

ISSUING OFFICE

NAME

X1

ADDRESS Post Office Box 8274
Southwest Post Office
Washington, D.C. 20024

25X

CONTRACTOR

NAM

AD

CONTRACT FOR

Services and Repairs of Electronic Equipment

AMOUNT

25X

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

Defense Order Rating DO - C9 Miscellaneous
Certified under DMS Regulation No. 1

Certification of the assigned DO rating on this Contract shall be as follows:
U. S. Government Classified Contract No.

X1

Use of this DO rating is mandatory on all subcontracts and purchase orders over $500.00.

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. Sections 1424A and 1424F Apply.

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

X1

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 1 July 19 69.

SIGNATURES *(Type or print all names under all signatures)*

C

B

TITLE CONTRACTING OFFICER

WITNESSES *(In case of corporation, witnesses not required, but certificate on the reverse must be completed.)*

CONFIDENTIAL

NOTICE

GROUP 1
Excluded from automatic downgrading and declassification

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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This Document Must Be Classified
When Filled In

FORM 1398 BACK
12-68

(12)

☐ CONFIDENTIAL ☐ SECRET

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ (Corporate Seal)
(SIGNATURE)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 41, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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NO. [redacted] 25X

ARTICLE I. SCOPE OF WORK:

The Contractor shall furnish, on a quick reaction basis, services, materials, parts, etc., as may be required by the Government hereunder. The general nature of this work will include repairs and modifications to existing equipment and engineering services. The services and materials to be furnished by the Contractor shall be set forth in Work Orders as may be issued hereunder and signed by the Contracting Officer or his duly authorized representative. Work Orders to be issued hereunder shall be limited to those requirements of the Government which are: (1) required to be furnished within a reasonable short period of time; and (2) of important but limited scope.

The Work Order will be in format as per attachment which is incorporated herein and made a part hereof.

The services and materials to be furnished will, in general, be under the technical direction of the Technical Representative of the Contracting Officer. It is anticipated that services and materials of the type contemplated under this Contract shall be required, from time to time, on an urgent basis. In such event, the Contractor shall proceed upon the verbal advance authorization of the Contracting Officer or his duly authorized Technical Representative(s). Upon receipt of such verbal advance authorization, the Contractor shall submit (unless previously submitted) a brief technical proposal describing the services and/or materials to be furnished and a breakdown of the costs estimated therefor. After negotiations have been conducted, the verbal authorization granted shall be promptly confirmed in writing by the Contracting Officer by the issuance of a Work Order. An authorization granted by the Technical Representative of the Contracting Officer or the Work Order per se shall not, however, alter the basic terms of, increase the scope of, or obligate additional funds to this Contract as any such amendments are to be made by the Contracting Officer and the Contractor by a bilaterally executed Supplemental Agreement to this Contract.

ARTICLE II. WORK ORDERS:

Work Orders, as may be issued hereunder to the Contractor, shall be consecutively numbered, dated and signed by the Contracting Officer and shall contain the following, among other provisions: (1) a reference to the Contract; (2) technical instructions for performance of the work authorized, description of the services and/or materials to be furnished in reasonable detail, including, wherever appropriate, a reference to applicable plans and specifications; (3) an estimate of the cost; (4) packing, packaging, and marking requirements, if any; (5) inspection, delivery and acceptance requirements as applicable; and (6) the property, if any, to be furnished by the Government and the date such property is to be delivered to the Contractor.

ARTICLE III. PERIOD OF PERFORMANCE:

X1 Under this Contract, the Contractor shall furnish services and materials as may be required and set forth in Work Orders issued hereunder during the period 1 July 1969 through 30 June 1970.

[redacted]

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(SCHEDULE)

25X

ARTICLE IV. FUNDS ALLOCATED:

For the purposes of this Contract a total sum of [redacted] 25X
X1 [redacted] has been allocated for the performance of work as may be called for by the Government hereunder and the Contractor shall not be obligated to incur, nor shall the Government be obligated to pay the Contractor, any amount or amounts in excess thereof, unless and until the Contracting Officer shall have notified the Contractor in writing that the total funds allocated have been increased. Such notification shall be in the form of a Supplemental Agreement to this Contract.

ARTICLE V. COMPENSATION:

The Contractor shall be compensated as follows pursuant to Article 5, Section F, Time and Materials Provisions, of the Contract for services and materials furnished under each Work Order issued:

(a) Category 25X

[redacted]

Staff Engineer
Senior Research Engineer
Research Engineer
Senior Engineer
Engineer
Electronic Specialist
Technician I
Technician II
Drafting
Shop

(b) Materials:

All material requirements will be charged at actual cost plus a material handling charge of SEVENTEEN per cent (17%).

(c) Travel:

Travel by public transportation will be charged at cost plus SEVENTEEN per cent (17%) G&A.

(d) Travel Rates:

Privately owned vehicle twelve cents (12¢) per mile and Per Diem Twenty Dollars ($20.00) per day overnight CONUS plus SEVENTEEN per cent (17%) G&A.

ARTICLE VI. SECURITY REQUIREMENTS:

The association of the Sponsor with the work being performed hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information.. Correspondence

X1 NAM [redacted]

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25X

originated by the Contractor and/or data to be submitted, the contents of which contain classified information or refer to the name and/or address of the Contracting Officer, shall be stamped by you with the classification of CONFIDENTIAL.

In the event any item or work to be performed hereunder is intrinsically security classified it will be so stated along with any special instructions for handling in the applicable Work Order.

X1

NAME OF CONTRACTOR

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PROCEDURE FOR ISSUANCE OF WORK ORDERS

The purpose and intent of the Work Order type Task Order is to provide a quick reaction capability under which urgent work assignments of limited but important scope may be placed with and completed by the Contractor within the shortest reasonable time and with a minimum of paperwork. To this end the following procedure is prescribed:

A. The responsible requisitioning authority will provide the Contracting Officer with the names of technical representatives who are to be authorized to place Work Orders directly with the Contractor. In the interests of proper coordination of requirements and funds allotted to the Task Order, the number of technical representatives authorized to act on any single Task Order should be limited. The Contracting Officer reserves the right to limit or reduce the number of authorized representatives.

B. The Contracting Officer will advise the Contractor of those designated as authorized technical representatives. This will be done in such manner as to avoid use of last names.

C. Designated technical representatives may then place Work Orders with the Contractor either verbally or in writing. Each Work Order must be within the general scope of the Task Order. The Work Orders will be numbered consecutively and this same number will apply to the confirming Work Order later written by the Technical Officer and confirmed by the Contracting Officer. Each Work Order should be noted in a simple log maintained by the technical representative.

D. Contractor will proceed with the work. Contractor will then submit in writing a summarized statement of the work, delivery schedule, and cost proposal. The cost proposal should be stated in such form as to indicate estimated labor hours and dollars, material costs, indirect cost percentages, and proposed fee or profit. The original and two (2) copies of this statement will be mailed directly to the technical representative in accordance with mailing instructions issued by that office. The statement will bear the Work Order serial number agreed upon by the technical representative.

E. The technical representative will, upon receipt of the work statement and cost proposal from the Contractor, type up the Work Order in an original and four (4) copies, attach one (1) copy of the work statement and a copy of the cost proposal* to the Work Order and forward them to the Contracting Officer. In preparing the Work Order, the technical representative will fill in the following items:

1. Return Address of Contracting Officer
2. Date Work Order is Typed
3. Name and Address of Contractor and Attention
4. Contract No.

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5. Task Order No.
6. Work Order No.
7. Effective Date of Work Order
8. Amount of Fixed Fee or Fixed Price, Contract Admin Section will insert this information.
9. Amount of Estimated Costs or Estimated Price, Contract Admin Section will insert this information.
10. Classification of Item(s) per se.
11. Classification of Association of Sponsor.
12. Name of Contracting Officer
13. Scope of Work or Supplies and Services to be Furnished, as applicable.
14. Pricing of Items on Schedule, if applicable.
15. Performance Period/Delivery Schedule.
16. Consignee
17. Overtime Premium Authorized, if any.

F. The Contracting Officer will, upon receipt of the Work Order from the technical representative, resolve with the Contractor any questions relative to cost, fee, or profit as well as those of a legal or contractual nature, if any. The Contracting Officer will type in the price or the fee agreed upon and the estimated cost. He will then sign, mail the Work Order to the Contractor, and make appropriate distribution of the copies.

G. Each Work Order written under this Task Order shall not exceed [redacted] 25X1 [redacted]; however, Work Orders exceeding this limitation may be written provided prior approval of the Contracting Officer is obtained. Any request for such approval must include a cost breakdown and the facts of the case.

H. The technical representatives shall not approve or authorize Government property to be acquired or furnished under a work order assignment. This limitation does not refer to property being modified or refurbished.

I. The technical representatives are responsible for certifying to the Contracting Officer receipt of the equipment or services supplied under the Work Order.

J. Work Orders are not to be used in lieu of requisitions and purchase orders for procurement of "property".

K. Work Order Task Orders are limited to the current Fiscal Year funding and should be limited to amounts which may reasonably be expected to be expended.

Contracting Officer

NOTE: * Technical representative should indicate in writing on the cost proposal his agreement or any disagreement with labor or material cost elements of the estimated cost. This information will be utilized by the Contract Administrator in resolving any questions relative to the cost or to the fee.

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